



Paul J. Graf
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Transportation Systems & Industrial Group

The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

Telephone 312/640-7000/

January 19, 1983

Mrs. Mildred Lee
Secretary
Interstate Commerce Commission
Washington, DC 20423

RECORDATION NO. 7548
JAN 24 1983 -2 15 PM
INTERSTATE COMMERCE COMMISSION

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JAN 24 1983 -2 15 PM
INTERSTATE COMMERCE COMMISSION

Dear Mrs. Lee:

I have enclosed three originals and one copy of the document described below to be recorded pursuant to Seciton 11303 of Title 49 U.S. Code.

The documents included are an Amendment to Agreement and Indenture (Security Agreement) and Assignment of Lease, secondary documents dated October 11, 1982.

The primary document to which these are connected is recorded under Recordation No. 7548.

The names and addresses of the parties to the documents are as follows:

Evans Railcar Leasing Company
Mortgagor: 2550 Golf Road
Rolling Meadows, Illinois 60008

Chemical Bank
Mortgagee: 55 Water Street
New York, New York 10041

A description of the equipment covered by the documents follows:

Released Equipment: Four (4) 52'5" 70-ton all door boxcars; USLX 50237, USLX 50260; LRLX 5008 and LRLX 5035 - AAR # L047.
Substitute Equipment: Thirteen (13) 100-ton 3500 cubic foot covered hopper cars; USLX 550-557 (inclusive) and USLX 559-563 (inclusive) - AAR # L152.

A fee of \$20.00 is enclosed. Please return two originals and one copy not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, Illinois 60008.

A short summary of the documents to appear in the index follows:

Amendment to Agreement and Indenture (Security Agreement) and Assignment of Lease to Railroad Equipment Trust Agreement dated April 19, 1988 between Evans Railcar Leasing Company, 2550 Golf Road, Rolling Meadows, Illinois 60008, Mortgagor, and Cehmical Bank, 55 Water Stree, New York, New York, 10041, Mortgagee; covering four 52'5" 70-ton all door box cars - released equipment, and thirteen 100-ton 3500 cubic foot covered hopper cars - substitute equipment to Railroad Equipment Security Agreement with Reocrdation Number 7548.

Very truly yours,



Paul J. Graf

PJG:jf

Enclosure

JAN 24 1983 -2 35 PM

INTERSTATE COMMERCE COMMISSION
ASSIGNMENT OF LEASE

WHEREAS, EVANS RAILCAR LEASING COMPANY, a corporation of the State of Illinois (hereinafter referred to as "Evans"); and Charles Schaefer Sons, Inc., a corporation of the State of New Jersey (hereinafter referred to as "Lessee"), have entered into a lease by Evans* to the Lessee of thirteen [13] 100-ton capacity cars, therein described (hereinafter referred to as the "Cars"); and

WHEREAS, the Lease was recorded pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended on April 19, 1977, and was assigned recordation number 8786: and

WHEREAS, CHEMICAL BANK (hereinafter referred to as "Trustee"), a New York corporation, with its corporate trust office at 20 Pine Street, New York, New York 10005, has agreed to act as Trustee under a certain Agreement and Indenture (Security Agreement) dated as of May 1, 1974 (herein called the "Indenture") securing the loan of certain moneys to Evans evidenced by Evans' notes and Evans has agreed to assign all of its right, title and interest in and to the Lease to the Trustee as additional security for the notes under the Indenture.

NOW, THEREFORE, for value received and upon the terms and conditions hereinafter set forth:

1. Evans does hereby sell, assign, transfer and set over to the Trustee all of the right, title and interest of Evans in and to the Lease and rentals and all other amounts payable by the Lessee or any other person, firm or corporation with respect to the Cars or under the Lease, except that any amount so payable shall continue to be paid to and received by Evans until and unless Trustee or Evans or the Holders of 66 2/3% in principal amount of Evans' outstanding notes (herein called "Holders", whose notice shall be limited to the exercise of their rights hereinafter referred to) shall notify the Lessee or any successor to its interest that an Event of Default has occurred under the terms and provisions of the Indenture or the that Holders are exercising their rights under Section 4.1F of the Indenture and that payments are thereafter to be made to the Trustee; and in furtherance of this Assignment and transfer, Evans does hereby authorize and empower the Trustee, in the event of notice of a default or that the Holders are exercising their rights under Section 4.1F of the Indenture, in its own name to sue for, collect, receive and enforce all payments to be made by the Lessee under and in compliance on the part of the Lessee with the terms and provisions of the Lease, to exercise all of the rights of Evans under any of the provisions of the Lease, and in

* Original lessor under the lease was United States Railway Equipment Co. which was merged into Evans Railcar Leasing Company on August 23, 1979.

its discretion to take any action under the Lease or with respect to the Cars as Evans could have taken thereunder if it had not assigned and transferred its rights therein, provided that nothing herein shall obligate the Trustee to take any action under the Lease or in respect of the Cars.

In the event that pursuant to Section 4.1F of the Indenture the Lessee is directed to pay and the Trustee is directed to receive the rentals, proceeds and other sums payable to the Company under or pursuant to the provisions of the Lease (hereinafter called "Rentals"), Trustee will accept payment of the Rentals made to it by the Lessee pursuant to the Lease and this Assignment and will apply the Rentals as follows: first, to or toward the payment of all amounts due and payable under the Indenture at the time of the receipt of such Rentals, and the Trustee shall credit such Rentals so applied to the amounts then due and payable by the Company under the Indenture; and Second, so long as, to the actual knowledge of the Trustee, the Company is not in default under any provision of the Indenture, any balance of Rentals remaining shall be paid over to the Company by the Trustee; Provided, however, that so long as, to the actual knowledge of the Trustee, the Company shall be in default under any provision of the Indenture, the Trustee shall not pay over any of the Rentals to the Company, but shall, during the continuance of such default, apply all Rentals received by the Trustee to the payment of all sums then and thereafter due and payable under the Indenture.

2. Evans warrants and covenants (a) that on the date hereof title to the Cars is vested in Evans; that it has good and lawful right to sell and assign the same as provided in the Indenture and herein and that its right and title thereto is free from all liens and encumbrances; subject, however, in each case to the rights of the Lessee under the Lease and to the rights of the assignee hereunder, (b) that Evans has not executed any other assignment of the Lease or of its right to receive all payments under the Lease, and the Lease will continue to be free and clear of any and all claims, liens, agreements, security interests or other encumbrances (except this Assignment and except to the extent Evans is contesting the validity of the same in good faith and by appropriate proceedings), and (c) that notwithstanding this Assignment, it will perform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with Evans. Evans will cause notice of this Assignment forthwith to be given to the Lessee (together with a copy of the Assignment).

Unless the Lease is a lease specifically described in Exhibit A of the Indenture the Company will, concurrently with the execution and delivery of this Assignment, deliver to the Trustee the favorable written opinion of the Lessee's counsel stating with respect to the Lease the matters set forth in Paragraph 20 or 22, as the case may be, of the leases specifically described in Exhibit A of the Indenture and the opinion of Messrs. Rosenthal and Schanfield, counsel for the Company, or the opinion of counsel satisfactory to the Trustee, to the effect that this Assignment has been duly authorized, executed and delivered by the Company and constitutes a duly valid and binding obligation of the Company and forceable in accordance with its terms except to the extent limited by laws affecting creditors' rights generally.

3. Evans represents and warrants that the Lease and this Assignment have each been duly authorized and executed by it and the Lease and this Assignment are and will remain the valid and binding obligations of Evans in accordance with their terms, and Evans covenants that it will, from time to time, at the request of the Trustee, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as the Trustee may reasonably request to give effect to the provisions hereof and to confirm the right, title and interest hereby assigned and transferred to the Trustee or intended so to be.

4. Pursuant to the terms of the Indenture, Evans cannot without the prior consent of the Trustee:

(a) terminate, modify or accept a surrender of, or offer or agree to any termination, modification or surrender of, the Lease (except as otherwise expressly provided in the Indenture) or by affirmative act consent to the creation or existence of any security interest or other lien to secure the payment of indebtedness upon the leasehold estate created by the Lease; provided further that Evans may declare a default under the Lease only with the prior written consent of the Trustee, who shall give consent only upon the consent of the Holders as provided in the Indenture (which consent shall not be unreasonably withheld or delayed); or

(b) receive or collect or permit the receipt or collection of any rental payment under the Lease prior to the date for payment thereof provided for by the Lease or assign, transfer of hypothecate (other than to the Trustee under the Indenture) any rent payments then due or to accrue in the future under the Lease in respect of the Cars; or

(c) sell, mortgage, transfer, assign or hypothecate (other than to the Trustee under the Indenture) its interest in the Cars or any part thereof or in any amount to be received by it from the use or disposition of the Cars.

IN WITNESS WHEREOF, Evans has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, as of the 11th day of October, 1982.



[Corporate Seal]

ATTEST:

Thomas L. Schambach
Assistant Secretary

EVANS RAILCAR LEASING COMPANY

by: [Signature]
Vice President

ACCEPTED:

CHEMICAL BANK, as Trustee as
aforesaid

by: [Signature]
Trust Officer

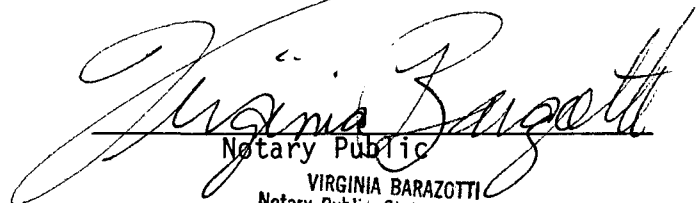
[Corporate Seal]

ATTEST:

[Signature]
Assistant Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.

On this 30th day of December, 1982 personally appeared
P. J. GILKESON and J. R. KOPP, to me personally known,
who being by me sworn, did say that they are, respectively, a
Trust Officer and Assistant Secretary of CHEMICAL BANK, a
New York corporation, that the seal affixed to the foregoing instrument
is the corporate seal of said corporation, that said instrument was
signed and sealed on behalf of said corporation by authority of its
Board of Directors, and they acknowledged that the execution of the
foregoing instrument was the free act and deed of said association.

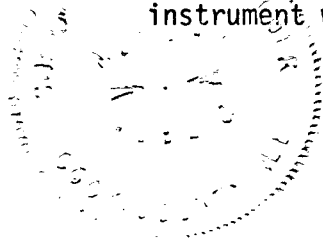

Notary Public

My commission expires: _____

VIRGINIA BARAZOTTI
Notary Public, State of New York
No. 41-4734647
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1983

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.

On this 11th day of October before me personally appeared
Paul R. Leak and Thomas L. Schoenbeck, to me personally known, who being
by me duly sworn, say that they are, respectively, a Vice President and
Assistant Secretary of EVANS RAILCAR LEASING COMPANY, an Illinois
Corporation, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation, that said instrument was signed and
sealed on behalf of said corporation by authority of its Board of
Directors, and they acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.




Notary Public

My commission expires: 2-4-85

EXHIBIT A

Description of Destroyed Cars and
Original Leases Related Thereto

<u>Number of cars</u>	<u>Description of Cars</u>	<u>Lessee</u>	<u>date of lease</u>	<u>lease term</u>	<u>ICC rec.#</u>
2	52'5" 70 ton all door box cars, bearing Car Reporting Marks USLX 50237; USLX 50260	Georgia-Pacific Corporation	10/30/73	5 years	7449
2	52'5" 70 ton all door box cars bearing Car Reporting Marks LRLX 5008; LRLX 5035	Masonite Corporation	5/02/73	15 years	7099

EXHIBIT B

Description of Replacement Cars and Replacement Leases

<u>Number of Cars</u>	<u>Description of Cars</u>	<u>Lessee</u>	<u>date of lease</u>	<u>lease term</u>	<u>ICC rec.#</u>
13	existing 100 ton, 3500 cubic foot covered hopper cars bearing Car Reporting Marks USLX 550-557 inclusive; USLX 559-563 inclusive	Charles Schaefer	7/7/76	10 years	8786